

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>					1. REQUISITION NUMBER 8814		PAGE 1 OF 34					
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>												
2. CONTRACT NO.  TBD		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER RFP-08-058		6. SOLICITATION ISSUE DATE 08/13/2008				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME David Reindl, National Gallery of Art - APC				b. TELEPHONE NUMBER (No collect calls) (202) 842-6515		8. OFFER DUE DATE/LOCAL TIME 09/1/08 12:00p				
9. ISSUED BY  National Gallery of Art Office of Procurement and Contracts 2000B South Club Drive Landover, MD 20785					10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
5. DELIVER TO  National Gallery of Art, East Building 4th St. & Pennsylvania Ave., Washington, DC 20565					16. ADMINISTERED BY See Box 9							
7a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY National Gallery of Art, Office of Treasurer General Accounting 2000B South Club Drive, Landover, MD 20785								
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
1		Maintenance and Repair of Existing 500 KW Emergency Power Diesel Generator in East Building. Base Year (10/1/08-9/30/09)  Offeror's pricing shall be submitted in accordance with Section B.5. of this RFP.  (Use Reverse and/or Attach Additional Sheets as Necessary)										
5. ACCOUNTING AND APPROPRIATION DATA 2008.5501.52541.000000.610001.2008.F2008.00000							26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			
					David T. Reindl							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

**PART I – THE SCHEDULE****SECTION A – STANDARD FORM 1449****SECTION B – SUPPLIES OR SERVICES & PRICES****B.1. DESCRIPTION OF SERVICES**

This solicitation is for maintenance and repair services for an existing 500 kW emergency power diesel generator at the National Gallery of Art.

**B.2. MANDATORY SITE VISIT**

A mandatory site visit is scheduled for **Monday, August 25, 2008** beginning promptly at **10:00 AM** and estimated to last approximately one hour. In order for a Contractor to be considered for an award under this solicitation, the Contractor must attend the mandatory site visit. Contact David T. Reindl, Contracting Officer, via email d-reindl@nga.gov or @ 202-842-6515 NLT 3:00pm on **Friday, August 22, 2008** to confirm your space for the mandatory site visit.

**B.3. TYPE OF CONTRACT**

The Gallery intends to award a contract with a Firm-Fixed price for regularly scheduled maintenance services, with an additional Time-and-Materials (T&M) component for Emergency and Routine Service calls. The Gallery further intends for this contract to be comprised of a one- year base period followed by four (4) one-year option periods. All Emergency and Routine Services shall be ordered by issuance of delivery or task orders by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) within the limits of the Schedule. NOTE: As an incentive, the Gallery intends to award the Contractor up to five (5) additional one-year option periods for exceptional performance and outstanding customer service without additional competition.

**B.4. ESTIMATED CONTRACT VALUE**

The minimum value of this contract will be the Firm-Fixed Price portion of the Base Contract Period. The maximum contract value will be the sum of the Firm-Fixed portions of the base and all option periods, as well as the Not to Exceed (NTE) values of Emergency and Routine Services, based upon the service rates established by contract.

**B.5. PRICING**

<b>Base Contract Period (From date of award to 30 September 2009)</b>					
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
0001	PREVENTIVE/PREDICTIVE MAINTENANCE OF	1	lot		
	EMERGENCY GENERATOR				
0002	SERVICE CALLS				
0002AA	Emergency Service for Emergency Generator				
	NTE 16 Labor Hours * \$____/hour =	16	hrs		

	Materials NTE \$500.00				
0002AB	Routine Service for Emergency Generator				
	NTE 16 Labor Hours * \$ ____/hour =	16	hrs		
	Materials NTE \$500.00	<b>TOTAL PRICE</b>			

**Option Year 1 (From 1 October 2009 to 30 September 2010)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	PREVENTIVE/PREDICTIVE MAINTENANCE OF	1	lot		
	EMERGENCY GENERATOR				
0002	SERVICE CALLS				
0002AA	Emergency Service for Emergency Generator				
	NTE 16 Labor Hours * \$ ____/hour =	16	hrs		
	Materials NTE \$500.00				
0002AB	Routine Service for Emergency Generator				
	NTE 16 Labor Hours * \$ ____/hour =	16	hrs		
	Materials NTE \$500.00				
		<b>TOTAL PRICE</b>			

**Option Year 2 (From 1 October 2010 to 30 September 2011)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	PREVENTIVE/PREDICTIVE MAINTENANCE OF	1	lot		
	EMERGENCY GENERATOR				
0002	SERVICE CALLS				
0002AA	Emergency Service for Emergency Generator				
	NTE 16 Labor Hours * \$ ____/hour =	16	hrs		
	Materials NTE \$500.00				
0002AB	Routine Service for Emergency Generator				
	NTE 16 Labor Hours * \$ ____/hour =	16	hrs		

	Materials NTE \$500.00				
		<b>TOTAL PRICE</b>			

**Option Year 3 (From 1 October 2011 to 30 September 2012)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	PREVENTIVE/PREDICTIVE MAINTENANCE OF	1	lot		
	EMERGENCY GENERATOR				
0002	SERVICE CALLS				
0002AA	Emergency Service for Emergency Generator				
	NTE 16 Labor Hours * \$____/hour =	16	hrs		
	Materials NTE \$500.00				
0002AB	Routine Service for Emergency Generator				
	NTE 16 Labor Hours * \$____/hour =	16	hrs		
	Materials NTE \$500.00				
		<b>TOTAL PRICE</b>			

**Option Year 4 (From 1 October 2012 to 30 September 2013)**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	PREVENTIVE/PREDICTIVE MAINTENANCE OF	1	lot		
	EMERGENCY GENERATOR				
0002	SERVICE CALLS				
0002AA	Emergency Service for Emergency Generator				
	NTE 16 Labor Hours * \$____/hour =	16	hrs		
	Materials NTE \$500.00				
0002AB	Routine Service for Emergency Generator				
	NTE 16 Labor Hours * \$____/hour =	16	hrs		
	Materials NTE \$500.00				
		<b>TOTAL PRICE</b>			

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (SOW)****C.1. SCOPE OF THE CONTRACT**

This contract will provide maintenance and repair services for an existing 500 kW emergency power diesel generator at the National Gallery of Art, Washington, DC, by means of a firm fixed price contract with service calls on a time and material basis. The period of performance will include a one (1) year base contract with four (4) one year options.

**C.2. GENERAL REQUIREMENTS**

The Contractor shall furnish all labor, transportation, equipment, materials, tools, supervision, and management required to provide testing, adjustments, repairs, cleaning, and operational checks of an existing emergency power diesel generator located in the East Building basement at the National Gallery of Art.

**C.2.1. Use of Premises** – The National Gallery of Art (referred to as the “Gallery” hereinafter) will occupy existing facilities maintained herein during the entire contract period. The Contractor shall cooperate with the COTR during execution of work to minimize conflicts and facilitate Gallery usage. Maintain existing exits, unless otherwise indicated.

**C.2.1.1.** The Contractor shall maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the COTR.

**C.2.2 Gallery Rules and Regulations** – The Contractor shall be responsible for adherence to all applicable Gallery rules and regulations (See E.g., NGA Security Procedures; Regulations Governing the National Gallery of Art Buildings and Grounds, which are attached hereto). Failure to inspect the site or to obtain knowledge of the Gallery’s security and safety rules and regulations shall not relieve the Contractor from performing the contracted work or complying with the security and safety rules and regulations.

**C.2.2.1** Security clearances are required for all Contractor personnel working in the Gallery.

**C.2.2.2** The Gallery’s Office of Protection Services (AOP) will perform a background security check on each employee of the Contractor proposed to work in Gallery spaces. Because of the Gallery’s mission and the potential for risk in permitting access to secured areas, there is no guarantee that security clearance will be issued to Contractor employees. The Gallery reserves the right to deny clearance to any specific employee of the Contractor at the Gallery’s discretion, based on results of the required background checks. The Gallery also reserves the right to deny access to Gallery areas during times when the Gallery is closed and to deny access to non-public areas. The Gallery further reserves the right to revoke an issued ID badge, if circumstances warrant such an action. The Contractor agrees to accept the Gallery’s determination regarding security clearances and, by signing the Contract, waives any right to challenge the Gallery’s decision to reject any specific employee of the Contractor.

**C.2.2.3** The Contractor shall comply with all applicable Federal and local safety, health and environmental regulations as governed by authorities having jurisdiction including, but not limited to, the following:

**C.2.2.3.1** OSHA Standards 29 CFR 1910 (Occupational Safety and Health Standards) and 29 CFR 1926 (Safety and Health Regulations for Construction).

**C.2.2.3.2** The US Environmental Protection Agency Standards 40 CFR (Protection of Environment).

**C.2.2.4** All work restrictions are subject to change when the Threat Advisory Level is raised above Code Yellow “Elevated” status by the Department of Homeland Security and adopted by the Gallery. The COTR will advise the Contractor of additional work restrictions initiated by AOP should a change in the Threat Level Advisory occur.

**C.2.2.5** The Contractor shall be responsible for safeguarding all Gallery property provided for the Contractor’s use. The Contractor shall secure all Gallery facilities, equipment, and materials at the close of each work period.

**C.2.2.6** The Contractor shall provide all labor, materials, and equipment required for the protection of Gallery staff, visitors, equipment, furnishings, buildings, and grounds from damage caused by Contractor negligence. Gallery equipment, furnishings, buildings, and grounds damaged by the Contractor shall be repaired or replaced to original condition at no additional cost to the Gallery.

**C.2.2.7** Contractor personnel entering Gallery buildings with personal property, including tools and equipment, will be issued a Gallery property pass signed by an authorized Gallery representative. The property pass will be required in order to exit the building with personal property.

**C.2.2.8** Parking is not available on the Gallery premises on a daily basis. When the Contractor requires frequent access to a vehicle for equipment or materials, parking may be available on a case by case basis. The Contractor shall submit a written request minimum 24 hours in advance to the COTR for each vehicle requiring a parking permit. The COTR will submit the request to the Gallery Parking Coordinator for approval. The COTR will advise the Contractor of approval prior to the Contractor parking vehicles on the Gallery premises. Each written request shall include hours, date, model and year of vehicle, license number, name of company on vehicle, and personnel responsible for vehicle while parked on the Gallery premises.

**C.2.2.8.1** The Contractor's access to the vehicle will be monitored by AOP staff and, if the use is observed as infrequent or non-essential, Contractor will be instructed to remove the vehicle.

**C.2.2.8.2** If approved and issued by the Parking Coordinator, the Gallery will issue only one (1) parking permit for a contracting firm and additional permits for their subcontractors on a case-by-case basis. No parking permit will be issued for a period in excess of two (2) consecutive days.

**C.2.2.9** When the Contractor requires the use of the Loading Dock, or other designated Gallery location as determined by the COTR, to deliver materials and to remove construction debris, the Contractor shall provide a three (3) business day advance written request to the COTR. The Contractor shall obtain the COTR's approval prior to using the loading dock. Each written request shall include hours, dates, model and year of vehicle, license number, name of company on vehicle, and personnel responsible for vehicle while located at the Gallery.

**C.2.2.10 Work Restrictions:** The Contractor shall restrict work-related activities involving excessive noise, vibration, odors, and similar disruptions during the Gallery’s occupied hours and special events.

**C.2.2.10.1** Activities include, but are not limited to, the following:

**C.2.2.10.1.1** Demolition and cutting, including chipping, drilling or cutting concrete (hand or power).

**C.2.2.10.1.2** Demolition and cutting of construction materials, including wood and metal.

**C.2.2.10.1.3** The use of powered tools that exceed following specified criteria.

**C.2.2.10.1.4** Delivery of bulk and oversized materials.

**C.2.2.10.2** Excessive noise is any generated noise over seventy (70) dB that may be measured by a sound level meter at slow response when measured in adjoining public or Gallery employee environments.

**C.2.2.10.2.1** The use of noise producing equipment shall not expose the public or Gallery employees at any time to noise in excess of prescribed standards as set forth by OSHA.

**C.2.2.10.3** Excessive vibration is any sensation of vibration in adjoining public or employee environments.

**C.2.1.10.4** Excessive odor is any sensation of odor (whether or not accompanied by dust or smoke) in adjoining public or employee environments.

**C.2.2.10.5** The Gallery's occupied hours are as follows:

**C.2.2.10.5.1** Monday through Friday: 8:00 a.m. through 5:00 p.m.

**C.2.2.10.5.2** Saturday: 9:00 a.m. through 6:00 p.m.

**C.2.2.10.5.3** Sunday: 10:00 a.m. through 10:00 p.m.

**C.2.2.10.5.4** Gallery-sponsored special events may require additional time limitations. The exact working hours proposed by the Contractor shall be coordinated with and approved by the COTR.

#### **C.2.2.11 Field Personnel**

**C.2.2.11.1** Within five (5) business days following the date of contract award, the Contractor shall submit a list of the principal staff assignments to the COTR, including the Field Superintendent and other field personnel proposed to work at the site.

**C.2.2.11.1.1** Attach the following completed forms and information from each Contractor employee to the list:

**C.2.2.11.1.1.1** NGA Form 321, "Authorization for Release of Information" (Attachment 1).

**C.2.2.11.1.1.2** A clear, legible photocopy of the employee's driver's license.

**C.2.2.11.1.2** Limit list to those individuals scheduled to work at the Gallery. Lists submitted with all company personnel will be rejected resulting in delay of entry into the Gallery.

**C.2.2.11.1.3** Submit list and attachments to the COTR for processing by AOP, where access privileges will be determined.

**C.2.2.11.1.4** Revise the list when personnel not already on the list are proposed to work at the Gallery. Submit the revised list to the COTR seven (7) business days prior to personnel reporting to the site.



**EMERGENCY GENERATOR MAINTENANCE**

**C.2.2.11.1.5** Should suitability issues be discovered which would preclude an individual from being granted access to the premises, AOP will advise the COTR who will notify the Contractor so arrangements can be made for a replacement. Time shall be allowed for the screening of replacement personnel.

**C.2.2.11.1.6** The Gallery issues two (2) types of access badges to Contractor employees. Permanent (limited Gallery Access ID) badges and temporary (escort required) badges. Each type of badge has certain responsibilities and privileges. It is completely at the Gallery's discretion as to which type of badge is issued to the Contractor's employees. Each employee must wear the badge in a visible manner at all times when on Gallery property.

**C.2.2.11.1.6.1** A permanent badge permits unaccompanied access to most Gallery areas. The permanent badge is issued for a stated period of time, and is held by the Contractor's employee until the expiration date or the time when the Gallery requests its return.

**C.2.2.11.1.6.2** The temporary badge is issued on a daily basis and must be returned to the AOP staff when exiting the Gallery. Employees with temporary badges must be escorted in Gallery spaces while the Gallery is closed to the public and when in non-public areas by either AOP staff or Contractor employee with a permanent badge as approved by the assigned AOP escort.

**C.2.2.11.2** The designated point of building entry and exit for all personnel is the West Building Service Entrance, off Constitution Avenue, between 4th and 6th Streets.

**C.2.2.11.2.1** All personnel are required to "sign-in" and "sign-out" each day in the Gallery's official Contractor Log book, as directed by the AOP staff.

**C.2.2.11.2.2** Each individual will be issued a "temporary" badge at the beginning of each day. This badge shall be returned to the AOP staff when "signing out" at the end of each day. The Contractor's Field Supervisor shall be responsible for lost or misplaced "temporary" badges; failure to report missing badges will delay personnel entering onto the Gallery premises.

**C.2.2.11.3** Gallery's designated work hours for Contractor activities are Monday through Friday from 6:00 AM to 5:00 PM, except for Federal Holidays as specified herein.

**C.2.2.11.3.1** For a complete listing of the current Federal holidays, refer to the Office of personnel Management website on [www.opm.gov/fedhol](http://www.opm.gov/fedhol).

**C.2.2.11.3.2** When work must be performed prior to or later than the hours designated herein, the Contractor shall submit a written request at least three (3) business days prior to the performance of that work to the COTR for gaining required access.

**C.2.2.11.3.3** The Gallery is "locked-down" between the hours of 12:00 midnight to 6:00 AM; consequently the Contractor will not be allowed access to Gallery spaces during this period.

**C.2.2.12 Hot Work.**

**C.2.2.12.1** A Gallery Hot Work Permit is required for the following activities performed by the Contractor inside a Gallery building or on Gallery grounds:

**C.2.2.12.1.1** Welding (all electrical and gas types), brazing, flame cutting or burning, powered metal sawing or grinding, flame soldering (not electric), thawing pipe, torch-applied roofing, or any other process producing sparks, flame or heat.

**C.2.2.12.1.2** The Contractor shall submit a written request to the COTR 24 hours in advance of work requiring a Hot Work Permit. Hot Work Permits may be obtained from the COTR; a copy therein is included as Attachment 2. The COTR will submit the completed form to the AOP Risk Management Office for review and approval. The request shall include the individual actually performing the work, proposed date and time period of the work, and a description of the work to be performed. Blanket requests, multiple areas, multiple operators, and multiple day requests will not be honored.

**C.2.2.12.1.3** The Contractor's operator performing the work shall call the AOP Security Operations Office at (202) 842-6115 before commencing Hot Work, upon completion of the work, and before leaving the immediate work area.

**C.2.2.12.1.4** The Contractor shall conform to all required procedures on the Hot Work Permit form.

**C.2.2.12.1.5** The Contractor shall display the daily Hot Work Permit at the entry (s) to the work area, and make the work available for inspection at any time.

**C.2.2.12.1.6.** Failure to conform to any aspect of the Gallery Hot Work process will result in immediate suspension of the work, as instructed by any AOP employee, as well as an investigatory meeting with the Contractor and the COTR before any hot work may resume.

#### **C.2.2.13 Contractor's Safety.**

**C.2.2.13.1** The work shall be carried on in such a manner as to minimize the spread of dust, dirt, debris, and flying particles and to provide complete protection for persons and property within and adjacent to the work area.

**C.2.2.13.2** Accumulations of waste, dust, and debris shall be collected and removed from the work area at the end of each work day; more frequently in occupied areas, if necessary, to keep the quantity of combustible material low. The Contractor shall not use Gallery dumpsters for the disposal of debris generated herein.

**C.2.2.13.3** The Contractor shall report all accidents immediately to the AOP Security Operations Office. Prepare and submit written reports, documenting data and actions, of accidents to the COTR and AOP Security Operations Office.

**C.2.2.13.4** Prior to performing service or maintenance on any equipment where the unexpected energization, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the equipment is capable of being locked-out. Lockout/tagout of energy isolating devices shall be performed in strict accordance with AFM Directive No. 305 (Attachment 3).

**C.2.2.14 Utility Outages:** If a utility service must be disconnected due to scheduled contract work, the Contractor shall notify the COTR at least five (5) business days prior to the scheduled outage.

**C.2.2.15 Hazardous Materials.**

**C.2.2.15.1** Any proposed product consisting of toxic or hazardous chemical components shall require the Gallery's acceptance in advance. Products containing asbestos, lead-based paint, mercury, polychlorinated biphenyls or di-isocyanates and processes using ionizing or non-ionizing radiation are expressly prohibited unless approved by the COTR and the AOP Risk Management Office. The Contractor shall submit a list of the proposed products, including the appropriate Material Safety Data Sheet(s) (MSDS) or accepted equal to OSHA Form No. 20, quoting activity hazard data and chemical components ten (10) business days prior to intended use, or at the pre-construction meeting. No toxic or hazardous materials will be permitted within the Gallery without written authorization from the COTR and the AOP Risk Management Office.

**C.2.2.15.1.1** A list of toxic and hazardous materials and substances used within NGA is located at the AOP Risk Management Office. The Contractor is responsible for checking this list for toxic and hazardous materials and substances which may be present at the Project Site. The Contractor shall not conduct exploratory sampling of unforeseen conditions without approval of the COTR.

**C.2.2.15.1.2** The Contractor shall meet with the COTR and the AOP Risk Management Office before disturbing any hazardous materials encountered at the site.

**C.2.2.15.2** Avoid exposure of the Contractor's employees, Gallery employees, and visitors to inhalation, absorption, or contact with any material or substance at a concentration above those specified in the current edition of the American Conference of Governmental Industrial Hygienists "Threshold Limit Values and Biological Exposure Indexes" and Subpart Z - Toxic and Hazardous Substances of the Occupational Safety and Health Standard. The Contractor shall be required to monitor the use of all toxic and hazardous substances to ensure that the specified exposure limits are not exceeded and submit documentation of compliance to the COTR and AOP Risk Management Office within twenty-four (24) hours of such request.

**C.2.2.15.3** The Contractor shall provide adequate work control measures to prevent the migration of odors, smoke, dust, etc. from any process or operation (whether material is "hazardous" or not) into the Gallery public and staff environments. The Contractor shall coordinate with the COTR to assess the need for and feasibility of adjusting the Gallery's HVAC systems to assist in this requirement.

**C.2.2.15.4** The Gallery shall, at its option, conduct air or other monitoring or sampling procedures to assure compliance with requirements herein. Such monitoring or sampling is for the benefit of the Gallery and does not replace the Contractor's need to monitor or sample to assure compliance with regulations or with provisions included herein.

**C.2.2.16 Electronic Security and Detection Systems**

**C.2.2.16.1** The Contractor shall maintain existing security and detection systems indicated to remain in service and protect the systems against damage during work activities. The Contractor shall not interrupt, disconnect, remove, tamper with or cover any systems, except when authorized in writing by the COTR and AOP.

**C.2.2.16.2** The Contractor shall provide bypass connections as necessary and as directed by AOP staff, to maintain continuity of fire alarm, smoke detection and security systems to occupied areas of building. Obtain COTR and AOP approval if a shutdown of a system is necessary during changeover. Arrange for shutdown of system to occur before or after NGA staff working hours.

**C.2.2.16.3** Any system wiring or device accidentally damaged or disturbed by Contractor personnel shall be reported to AOP Security Operations Office within five (5) minutes of occurrence, and to the COTR once the occurrence is under the Gallery's control.

**C.2.2.16.3.1** The Contractor, COTR, and interested NGA offices will meet to determine the scope of damage and costs, if any, attributable to the Contractor for the work required to restore the system to proper function.

### **C.2.3 Workmanship and Material Standards:**

**C.2.3.1 Standards:** All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes, including, but not limited to, ANSI, NEC, and NFPA.

**C.2.3.1.1** When the Contractor completes work on a system or piece of equipment included in this contract, that system or piece of equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion, including operational checks and cleanup of the work site. Except where noted otherwise, replacement components and systems shall match existing in dimensions, finish, color, and design.

**C.2.3.1.2** During and at the completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. The Contractor shall not use Gallery refuse containers for the disposal of construction debris. All such debris, excess material, and parts shall be cleaned up and removed from Gallery property at the completion of the job and/or at the end of each day work is in progress, whichever is sooner.

**C.2.3.2 Warranty Items:** Equipment, components, and parts, other than those installed under this contract, shall not be removed, replaced, and/or repaired while still under warranty of the manufacturer or installer without prior approval from the COTR. All defects in material or workmanship, defective parts, or improper installation or adjustment shall be reported to the COTR in order to initiate appropriate corrective action. All warranty items will be reported by the COTR to the Contractor prior to the start of work.

**C.2.3.3 Replacement, Modernization, and Renovation:** During the term of this contract, the Gallery may replace, renovate, or improve any existing system and/or piece of equipment at the Gallery's expense and by means not associated with this contract. All replacement, improved, updated, modernized, or renovated systems and equipment shall become part of this contract and the Contractor's responsibility for maintenance. In the event that the replacement, modernization, or renovation of any system or piece of equipment results in an increase or decrease in the contract price, the Contractor shall submit a proposal for the changed price. The amount of the price change will be negotiated for inclusion into the contract.

**C.2.4 Permits:** The Contractor shall, and without additional expense to the Gallery, obtain all licenses and permits required to perform the work under this contract. The Contractor shall comply with all applicable Federal, state, and local laws. Evidence of such permits, when required, shall be provided to the COTR before commencement of the work.

**C.3 DEFINITIONS – TECHNICAL:** As used throughout this contract, the following terms shall have the meaning set forth hereinafter. Additional definitions are included in the “DEFINITIONS” clause in Section I.

**C.3.1** Where “as shown”, “as detailed”, or works of similar import are used, it shall be understood that reference is made to this specification and the drawings which accompany this specification, unless stated otherwise.

**C.3.2** Where “as directed”, “as required”, “as permitted”, “approval”, “acceptance”, or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the COTR is intended, unless stated otherwise.

**C.3.3 Adjust:** To regulate, settle, and/or bring to a more satisfactory state of normal operating condition.

**C.3.4 Check:** Examine, inspect, test, or verify by trial.

**C.3.5 Clean:** To remove all dirt, debris, and other deleterious materials.

**C.3.6 Component Part:** Any part of any item or system which is detachable or removable from the main body or main assembly of the item or system; a constituent part or an essential part necessary to the performance of the system.

**C.3.7 Contractor Representative:** Person(s) designated by the Contractor to be his/her authorized representative. One such person shall serve as the Gallery’s principal point of contact.

**C.3.8 Facility:** An establishment, structure, or assembly of units or equipment designated for a specific function.

**C.3.9 Frequency of Service:**

**C.3.9.1 Quarterly:** Services performed 4 times during each 12-month period of the contract at intervals of 80 to 100 calendar days.

**C.3.9.2 Annual:** Services performed once during each 12-month period of the contract at intervals of 345 to 385 days.

**C.3.10 Inspect:** To examine thoroughly; to view closely in critical appraisal.

**C.3.11 Maintain:** To keep in a state of repair and efficiency; to preserve from failure or decline.

**C.3.12 Maintenance:** Work which is required to repair or maintain equipment systems in a safe, operational condition, or to restore systems to initial or usable condition by overcoming the effects of wear and tear, disaster, damage, or deterioration. New construction or alteration is not included.

**C.3.13** The term “provided” shall be understood to mean provided in place; that is, furnished and installed, ready for use.

**C.3.14 Quality Assurance (QA):** A method used by the Gallery to provide a measure of control over the quality of purchased goods and services received.

**C.3.15 Quality Control (QC):** A method used by the Contractor to control the quality of goods and services produced.

**C.3.16 Regular Working Hours:** The Gallery’s regular (normal) working hours are from 6:30 AM to 5:00 PM, Monday through Friday, except:

**C.3.16.1** Federal holidays; and

**C.3.16.2** Other days specifically designated by the Contracting Officer.

**C.3.17 Repair:** The restoration of a piece of equipment, system, or facility to such condition that it may be effectively utilized for its designated purpose(s). Repair may include overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage, and have not been corrected through maintenance or replacement of the entire system if beyond economical repair.

**C.3.18 Replace:** To remove damaged, defective, or deteriorated materials or parts and install new materials or parts, as approved.

**C.3.19 Required:** Demanded as necessary or essential to the satisfactory operation of the equipment or system.

**C.3.20 Response Time:** Response time is defined as the time allowed the Contractor, after initial notification of a work requirement, to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required.

#### **C.4 GALLERY FURNISHED ITEMS**

**C.4.1 Gallery Furnished Documents:** The Gallery will provide one (1) copy of Operation and Maintenance (O&M) manuals, where available, for the emergency power diesel generator system.

**C.4.2 Gallery Furnished Space:** The Gallery may, at the request of the Contractor, provide space for the Contractor to store a lockable gang box for the storage of tools and equipment required on a repetitive basis. The COTR will direct placement of the gang box.

**C.4.3 Availability of Utilities:** The Gallery will furnish, at no cost to the Contractor, the following utility services at existing outlets as may be required for the work to be performed under this contract:

##### **C.4.3.1 Electricity**

##### **C.4.3.2 Fresh Water**

**C.4.3.3** The Contractor shall provide and maintain, at his/her expense, the necessary service lines from existing Gallery outlets to the site of work.

**C.5 CONTRACTOR FURNISHED ITEMS:** Except for items listed in paragraph C.4, the Contractor shall provide all facilities, equipment, materials, and services to perform the requirements of this contract. The Contractor shall furnish new parts and components in the performance of maintenance and repair services as described herein. All replacement units, parts, components, and materials to be used in the maintenance and repair of compressed air equipment included herein shall be compatible with the system on which it is to be used; shall be of equal or better quality than original system specifications; shall conform to the technical specifications herein; and shall be used in accordance with original design and manufacturer's intent. Items not listed in the technical specifications shall be of acceptable industrial grade and quality. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract shall be equal to or exceed the quality of the updated parts.

**C.5.1 Materials and equipment:** The Contractor shall maintain sufficient off-the-shelf materials and equipment to support work requirements included herein. The unavailability of material and/or equipment shall not relieve the Contractor from the requirement to complete work, including the performance of service calls as defined hereinafter, within the time limits specified.

**C.6 MANAGEMENT:** The Contractor shall manage the total work effort associated with the maintenance, repair, and all other services required to ensure fully adequate and timely completion of these services. This includes, but is not

limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to ensure the performance of work in accordance with sound and efficient management practices.

**C.6.1 Work Control:** The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, and equipment are available to complete work requirements within the specified time limits. Verbal scheduling and status reports shall be provided when requested by the COTR. The status of any item of work shall be provided within one (1) hour of the inquiry during regular working hours, and within four (4) hours after regular working hours.

**C.6.2 Work Schedule:** The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Gallery business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, service interruption, and/or customer discomfort.

**C.6.3 Staffing:** The Contractor shall continuously maintain an adequate staff with suitable management expertise to ensure that work is scheduled and completed in accordance with these specifications. The Contractor shall maintain an adequate work force to complete work in accordance with the time and quality standards specified.

#### **C.6.4 Contract Documentation**

**C.6.4.1 Work Completion Reports:** The Contractor shall submit work completion reports to the COTR within two (2) working days after completing each occurrence of service under this contract. These reports shall contain, as a minimum, the information described in the "Records" paragraph hereinafter. Reports shall be signed and dated by the Contractor.

**C.6.4.1 Records:** The Contractor shall establish and maintained a record file for the emergency power diesel generator system. All required records therein shall be maintained in a legible, complete, orderly, timely, and accurate manner. The Contractor shall submit the proposed format for Preventive Maintenance, Inspection, and Service (PMIS) work to the COTR for review and approval within five (5) business days following contract award. The Contractor shall include the following data in the appropriate record:

**C.6.4.1.1** The date(s) when the service(s) was scheduled, started, and completed.

**C.6.4.2.2** The nature and extent of all work performed, including; completed PMIS record cards, description of conditions and deficiencies found during any PMIS visits, deficiencies remaining uncorrected during PMIS visits, description of service work performed (including a brief description of material and parts used), and labor hours expended.

**C.6.4.2.3** All required records shall be made available to the Gallery for examination and reproduction upon request. Original records shall be submitted to the COTR within five (5) business days prior to expiration or termination of the contract.

**C.6.4.3 Contractor PMIS Schedule Submission:** The Contractor shall submit a detailed PMIS schedule to the COTR for review and approval within five (5) business days following approval of the Contractor's format for PMIS work. The schedule shall include the date that each PMIS will be performed. The Contractor shall strictly adhere to the scheduled PMIS dates to facilitate Gallery verification of the work. If the Contractor finds it necessary to reschedule a PMIS, a written request shall be submitted to the COTR detailing the reason(s) for the proposed change at least five (5) business days prior to the originally scheduled PMIS date. No scheduled PMIS dates shall be changed without prior written approval from the COTR.

**C.6.4.3.1** The Contractor shall complete the initial quarterly PMIS event within 30 calendar days following contract award.

**C.6.4.3.2** The Contractor shall complete the annual PMIS event during the second quarter of each contract year.

**C.6.4.4** The Contractor shall compile a list of system deficiencies noted during each PMIS event which are beyond the scope of work for preventive maintenance as defined hereinafter. Deficiency reports shall be submitted to the COTR within 24 hours following the completion of that PMIS event. The Contracting Officer may issue a modification to the Contractor for correction of the deficiencies noted, execute the work by means other than this contract, or defer the work to a later date. If, during the performance of the inspection, the Contractor deems it would be more economical to make such repairs at that time, the Contractor may notify the COTR of the defect and request authorization to make the repair at that time.

**C.7 MAINTENANCE OF EMERGENCY POWER DIESEL GENERATOR:** The Contractor shall perform maintenance, repair, testing, and inspection to ensure complete, efficient, reliable, and safe operation. Work shall be performed by individuals specifically trained and certified to perform work on the emergency power generator systems included in this contract. Work included herein shall be performed after normal Gallery working hours to preclude disruptions to Gallery operations; the Contractor shall coordinate specific times for start and completion with the COTR. Specific PMIS requirements for mechanical systems and equipment and frequencies of performance therein are provided in Attachment 5.

**C.7.1** With exceptions noted herein, the Contractor shall provide all required materials, including minor parts and components, during each PMIS event.

**C.7.1.1** The following exclusion shall apply to the maintenance of the emergency power diesel generator:

**C.7.1.4.1** Any individual item of work identified during the performance of a PMIS event with a total estimated cost (labor plus materials) exceeding \$250.00 is not included in the maintenance of the emergency power diesel generator. The Gallery reserves the right to determine means to be employed for accomplishment of this work. Such repairs may be accomplished under the "repair" portion of this contract or executed by Gallery labor shops.

**C.8 REPAIR OF EMERGENCY POWER DIESEL GENERATOR:** The Contractor shall provide for the repair of the emergency power diesel generator system (including control panel) at times other than during normally scheduled PMIS events. Service calls, if required, shall be accomplished at the rates stated in Section B of this contract in accordance with the specified not to exceed limits. Work shall include the determination of the problem area(s) and the performance of corrective action required to restore the system to satisfactory working condition.

**C.8.1** Labor attributed to each service call shall include only time actually expended by the Contractor while on the job site and/or in the procurement of required materials.

**C.8.2** The Contractor shall provide copies of supplier invoices for all materials used in the performance of service call work; these documents shall be furnished to the COTR as part of the Contractor's request for payment. Receipt of this documentation by the COTR will constitute a condition for providing reimbursable costs as included in Section B of this contract.

**C.8.3 Service Call Reception:**

**C.8.3.1** During Regular Working Hours: The COTR will notify the Contractor, via telephone, of all service call related work during regular working hours, including the classification of each call based on the definitions provided hereinafter. A description of the problem and/or required service, date and time received,



location, classification, and other pertinent information will be placed on a Service Call Work Authorization Form (see Attachment 6). The form will be faxed and/or emailed to the Contractor's field office by close of business on that day.

**C.8.3.2 After Regular Working Hours:** The COTR or designated representative will contact the Contractor, via telephone, after regular working hours, on weekends, and during holidays. The COTR or designated representative will classify each call based on the definitions provided hereinafter. The COTR or designated representative will verbally identify the problem and/or required service and will prepare a Service Call Work Authorization Form (as described in clause C.8.2.1). The form will be faxed and/or emailed to the Contractor's field office no later than 10:00 AM on the following business day.

#### **C.8.4 Service Call Classification:**

**C.8.4.1 Emergency Calls:** Service calls will be classified as "emergency" at the discretion of the COTR or authorized representative. Typically, emergency calls will include the correction of conditions that constitute an immediate danger to personnel, threaten to damage property, or threaten to disrupt Gallery operations.

**C.8.4.2 Routine Calls:** Service calls will be classified as "routine" when the work does not qualify as an emergency call.

**C.8.5 Response to Service Calls:** The Contractor shall provide adequate procedures for receiving and responding to service calls 24 hours a day, seven (7) days a week, including weekends and holidays. A single telephone number shall be provided by the Contractor for the receipt of all service calls. All telephone calls shall be answered by an individual fully familiar with the Contractor's work control procedures and the terms and conditions of this contract. Service calls shall be considered to be "received" by the Contractor at the time and date the telephone call is placed by the COTR or authorized representative.

#### **C.8.5.1 Response by Classification:**

**C.8.5.1.1 Emergency Calls:** The Contractor shall respond to and begin work within two (2) hours after receipt of an emergency service call. The Contractor shall work continuously without interruption and shall arrest the emergency condition before departing the job site. If further labor and materials are required to complete the repair, the call will be reclassified as routine, and the corresponding completion time will then apply. Such follow up work will be considered to be part of the original service call.

**C.8.5.1.2 Routine Calls:** All routine service calls shall be completed within two (2) business days of receipt. Routine calls shall normally be accomplished during regular working hours, Monday through Friday.

**C.8.6 Completed Calls:** Within one (1) business day following the completion of each service call, the Contractor shall add the following information to the Service Call Work Authorization form and return the completed form to the COTR:

**C.8.6.1** Description of work actually completed.

**C.8.6.2** Brief description of materials and parts used, including quantities.

**C.8.6.3** Date and time work commenced.

**C.8.6.4** Date and time work was completed.

**C.8.6.5** Number of labor hours expended.

**C.8.6.6** Name of employee(s) performing the work.

**C.9 SAFETY**

**C.9.1** The Contractor shall conduct work in accordance with U.S. Army Corps of Engineers EM 385-1-1, "Safety and Health Requirements Manual" (current edition). This document may be purchased for the Superintendent of Documents, U.S. Government Printing Office, Washington, DC, 20404.

**C.9.1.1** If the Contractor fails to comply with the safety requirements set forth herein or performs work in a manner which poses serious or imminent danger to the health and/or safety of Gallery personnel or visitors, the COTR or authorized representative will provide immediate notice to the Contractor to take immediate corrective action. In the event the Contractor fails to take appropriate corrective action, the Contracting Officer may commence a contract termination.

**SECTION D - PACKAGING AND MARKING**

N/A

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1. GALLERY QUALITY ASSURANCE**

The Gallery's Quality Assurance Surveillance Program is not a substitute for quality control by the Contractor. Findings of unsatisfactory or non-performed work will be documented and a Quality Deficiency Service Report will be issued to the Contractor. All costs associated with rework shall be the responsibility of the Contractor. The Gallery reserves the right to choose the inspection methods to be used in the implementation of the Quality Assurance program and to vary the inspection methods utilized during the performance of work without notice to the Contractor.

**E.2. CONTRACTOR QUALITY CONTROL PROGRAM**

The Contractor shall prepare and maintain a Quality Control Program (QCP) to ensure that work performed herein conforms to contract requirements. The Contractor's QCP shall be submitted to the COTR for review and approval within ten (10) business days following contract award. The COTR will review the QCP and provide comments to the Contractor within five (5) business days following receipt of the plan. The Contractor shall finalize the QCP within five (5) business days following receipt of the comments. In the event that an agreement cannot be reached, the Gallery reserves the right to direct the QCP.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 PERIOD OF PERFORMANCE**

The Gallery intends the period of performance for this contract to be a base period and four one-year option periods. The base period shall begin on October 1, 2008.

BASE PERIOD	10/1/08 through 9/30/09
OPTION YEAR 1	10/1/09 through 9/30/10
OPTION YEAR 2	10/1/10 through 9/30/11
OPTION YEAR 3	10/1/11 through 9/30/12
OPTION YEAR 4	10/1/12 through 9/30/13

NOTE: As an incentive, the Gallery intends to award the Contractor five (5) additional one-year option periods for exceptional performance and outstanding customer service without additional competition.

**F.2 PLACE OF PERFORMANCE**

All work under this contract will be performed at the National Gallery of Art, Fourth Street and Pennsylvania Avenue, NW, Washington, DC 20565 or unless otherwise specified.

**F.3 PRINCIPAL PERIOD OF OPERATION****F.3.1. Preventative Maintenance**

The Gallery's designated work hours for Contractor activities are Monday through Friday from 6:00 AM to 5:00 PM, except for Federal Holidays as specified herein.

For a complete listing of the current Federal holidays, refer to the Office of personnel Management website on [www.opm.gov/fedhol](http://www.opm.gov/fedhol).

When work must be performed prior to or later than the hours designated herein, the Contractor shall submit a written request at least three (3) business days prior to the performance of that work to the COTR for gaining required access.

The Gallery is "locked-down" between the hours of 12:00 midnight to 6:00 AM; consequently the Contractor will not be allowed access to Gallery spaces during this period.

**F.3.2. Service Calls**

**F.3.2.1. Emergency Service** – Response time within 2 hours after receipt

**F.3.2.2. Routine Services** – Response time within 2 days after receipt

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1. CONTRACT MANAGEMENT**

The following individuals will serve as the NGA points of contact during the performance of this contract:

**G.1.1. Contracting Officer:** The CO assigned to this project is:

David Reindl  
National Gallery of Art  
Office of Procurement and Contracts (APC)  
601 Pennsylvania Ave, NW, Suite 3000  
Washington, DC 20004  
Phone: 202-842-6515  
Fax: 202-312-2792  
Email: d-reindl@nga.gov

The CO is the final authority in all contractual matters relating to this contract. The CO has overall responsibility for the administration of this contract, and is authorized to take actions on behalf of the Gallery to amend, modify, or deviate from contract terms, conditions, requirements, specifications, details, and/or delivery schedules. The CO is also responsible for making the final decisions on matters under dispute, unsatisfactory performance, and contract terminations for convenience or default.

**G.1.3. Contracting Officer's Technical Representative:** The COTR assigned to this project is:

Michael Case  
National Gallery of Art  
Office of Facilities Management (AFM-EL)  
West Building Basement  
Washington, DC 20565  
Phone: 202-842-7815  
Email: m-case@nga.gov

The COTR named above has been designated on authority of the Contracting Officer to monitor all technical aspects of the contract. The duties of the COTR include but are not limited to: assuring the Contractor's compliance with the technical requirements of the contract, performing or arranging necessary inspections in connection with the technical performance of the contract, monitoring the Contractor's overall performance under the contract, and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.

The COTR does NOT have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of the Work, the Contracting Officer shall issue such changes in writing.

**G.2. CORRESPONDENCE**

All non-technical correspondence shall be prepared in accordance with Section D and addressed to the CO. All technical correspondence, including submittals, shall be prepared in accordance with Section D and submitted to the COTR.

**G.3. PAYMENT**

Payment shall be made by:

Treasurer's Office (TGA)  
National Gallery of Art  
2000B South Club Drive  
Landover, MD 20785

**G.4. INVOICING**

The Contractor shall submit three (3) invoices: one (1) original and two (2) copies, all inclusive of all reimbursable expenses incurred. The submission of the final invoice does not relieve the Contractor of the responsibility to correct, without additional compensation, errors or deficiencies in the designs, drawings, specifications, and other services under this contract. The Contractor shall mark the last invoice as "FINAL INVOICE".

All invoices shall include the contract number and be sent to:

Michael Smith  
National Gallery of Art  
Office of Facilities Management (AFM)  
2000B South Club Drive  
Landover, MD 20785

**G.5. TYPES OF PAMENTS**

The Gallery intends to have two types of payments:

**Routine Preventive  
Maintenance  
Service Calls**

**Firm-fixed price  
  
T & M, based on approved rates in contract +  
reasonable material costs**

The Contractor must submit, with its invoices, all documentation reasonably necessary to establish completion of work and reasonableness of time and materials expended on service calls.

**G.6. HOT WORK PERMITS**

The Contractor shall obtain a hot work permit (attached in Section J) for all operations requiring flame-producing devices or operations which generate heat and/or sparks. The Contractor shall obtain this permit from the COTR at least 24 hours prior to performing hot work. The Contractor shall furnish a fire watch and approved fire extinguisher for operations involving hot work; specific instructions for hot work will be issued by the Gallery's Office of Protection Services. The permit shall be displayed at a readily visible location at the entry(s) to the site of work to allow inspection by Gallery personnel.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1. NATIONAL GALLERY OF ART REQUIRED INSURANCE**

In accordance with FAR clause 52.228-5, the following insurance requirements for this contract are provided herein:

(a) **Contractor's Liability Insurance**

(1) The contractor shall purchase and maintain in companies properly licensed to do business in the location where work is being performed under this contract and acceptable to the NGA such insurance as will protect the contractor and the NGA from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by the contractor or by any subcontractor, any supplier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(i) **Workman's Compensation:** Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts. The contractor will require his subcontractors to similarly provide workmen's compensation insurance for all of the latter's employees;

(ii) **Bodily Injury:** Claims for damages because of bodily injury, sickness or disease or death of his employees;

(iii) **Comprehensive General Liability:**

(A) Claims for damages because of bodily injury, sickness or death of any persons other than his employees;

(B) Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an occurrence directly or indirectly related to the employment of such person by the contractor, or (2) by any other person;

(iv) **Property Damage:** Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(v) **Comprehensive Automobile Liability:** Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(vi) **Professional Liability:** Claims for damages because of errors or omissions caused by Contractor's negligence in the performance of its duties under this agreement.

(2) The insurance required under this clause shall be primary and noncontributing to any insurance possessed or procured by the NGA and limits of liability shall be not less than those set forth in this clause.

(3) The insurance required by this clause shall include contractual liability insurance applicable to the contractor's obligations under the contract as to working conditions.

(4) Without limiting the above during the term of the contract, the contractor shall, at his own expense, purchase and maintain the following insurance:

(i) **Workman's Compensation** insurance or equivalent workman's compensation coverage, as required or prescribed by law, with minimum employer liability limit of at least \$100,000.00 for accidental bodily injury or death, or for occupational disease.

(ii) **Comprehensive General Liability** insurance for bodily injury with limits of not less than \$100,000.00 for each person and \$100,000.00 for each accident.

(iii) **Property Damage** insurance with a limit of not less than \$500,000.00 for each accident.

(iv) **Comprehensive Automobile Liability** insurance for bodily injury liability insurance with limits of not less than \$200,000.00 for each person and \$500,000.00 for each accident, and property damage liability insurance, with a limit of not less than \$20,000.00 for each accident.

(v) **Employer's Liability** insurance of at least \$100,000 for each accident.

(vi) **Professional Liability** insurance with a limit of not less than \$1,000,000.00 for each incident.

## H.2. KEY PERSONNEL

The Contractor shall use the following Key Personnel in the performance of this contract. Individual task orders may also have additional Key Personnel designated specifically for those orders.

NAME  
TBD

TITLE

## H.3. CHANGES IN KEY PERSONNEL

The Contractor is required to notify the CO in writing within 14 calendar days of any proposed changes to the Key Personnel named above. The Gallery will review the qualifications of a proposed replacement. If the proposed replacement is deemed to possess comparable skills to the Key Person being replaced, the Gallery will promptly approve the replacement and modify the Key Personnel clause accordingly.

## H.4. ELECTRONIC CORRESPONDENCE

Direction via email from the CO is authorized and shall be regarded as signed direction from the CO to the Contractor.

## H.5. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

The attached Confidentiality and Non-Disclosure Conditions apply to this contract and are incorporated herein by reference.

## H.6. RESPONSIBILITY FOR LOSS, PERSONAL INJURY OF CONTRACTOR PERSONNEL

The Gallery will not be responsible or held liable for any loss, damage, personal injury or loss of life of Contractor personnel not caused by the fault, negligence, wrongful omission of the Gallery, its agents or its employees, occurring at any time such personnel are entering, exiting, using, or occupying Gallery property or facilities in performance of this contract.

The Contractor shall be liable and will indemnify and hold harmless the Gallery, its agents and employees, against all actions or claims for damages to persons, property, including death not caused by the fault, negligence, wrongful act, or wrongful omission of the Gallery its agents, or employees. The Contractor shall be liable and will indemnify and hold harmless the Gallery, its agents and employees against all action or claims for all damages to persons or property, including death arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the Contractor personnel in accordance with the Federal Tort Claim Act (28 U.S.C. 2671-2680)



#### **H.7.    PERSONAL PROPERTY**

Contractor personnel entering the Gallery with personal property, including tools and equipment, will be issued a Gallery property pass signed by an authorized representative of the Gallery. The property pass will be required for the Contractor to exit the Gallery with his/her personal property.

#### **H.8.    APPROVAL TO SUBCONTRACT**

In order to maintain a complete understanding of the requirement for the high level of workmanship demanded by this contract, the Gallery reserves the right to approve any subcontractors, prior to commencement of work.

#### **H.9.    WORK OUTSIDE OF THE CONTRACT**

The Gallery reserves the right to accomplish work of the same type covered in this contract with in-house staff or with another contract.

#### **H.10. GALLERY RULES AND REGULATIONS**

The Contractor shall be responsible for adherence to all applicable Gallery rules and regulations, including but not limited to those identified in the Schedule and in the Attachments, which are incorporated herein by reference. (See e.g., NGA Security Procedures; Regulations Governing the National Gallery of Art Buildings and Grounds; and Confidentiality and Nondisclosure Conditions, which are attached hereto). Failure to inspect the site or to obtain knowledge of the Gallery's security and safety rules and regulations shall not relieve the Contractor from performing the contracted work or complying with the security and safety rules and regulations.

**PART II - CONTRACT CLAUSES****SECTION I – CONTRACT CLAUSES****I.1. 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract, with the exception of supplies and services to be furnished under the Firm-Fixed price portion of this contract, shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract inception through contract completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.2. 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.01**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **\$250,000.00**;

(2) Any order for a combination of items in excess of **\$250,000.00**;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.3. 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

#### **I.4. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of the contract expiration date**.

#### **I.5. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days of the contract expiration date**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

#### **I.6. 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated (with an “X”) as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (4) [Reserved]
- \_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (Aug 2007) of 52.222-50.

\_\_\_ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

— (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **I.7. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

#### **I.8. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	Definitions	JULY 2004
52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2007
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes—Fixed-Price , Alternate II	AUG 1987

52.246-2	Inspection of Supplies—Fixed-Price	AUG 1996
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

All attachments listed below are incorporated herein by reference in their entirety and apply to this contract with full force and effect. Copies of all executed contract documents and attachments thereto shall be made available to the contractor by request submitted to the CO.

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>	<b>NUMBER OF PAGES</b>
<b>1</b>	National Gallery of Art Authorization for Release of Information	1
<b>2</b>	Work Authorization Form	1
<b>3</b>	Lockout-Tagout Directive 305	4
<b>4</b>	Deficiency Service Report	1
<b>5</b>	Preventive Maintenance Checklist	5
<b>6</b>	National Gallery of Art Security Procedures	5
<b>7</b>	National Gallery of Art Safety Requirements	10
<b>8</b>	Regulations Governing the National Gallery of Art Buildings and Grounds	1
<b>9</b>	National Gallery of Art Contractor ID Request Form	1
<b>10</b>	NGA Hot Work Permit	6
<b>11</b>	Service Contract Act Wage Determination	10
	Optional Form 306-0182 Declaration for Federal Employment (Avaliable Upon Request)	3

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

N/A

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR**

**L.1. WRITTEN RESPONSE TO TECHNICAL EVALUATION CRITERIA**

The portion of Offeror's proposal addressing Offeror's technical qualifications must be separate from all pricing information, which shall be placed in a separate section of Offeror's proposal package. Offeror's technical proposal must include sufficient information to allow the Gallery to evaluate Offeror's technical proposal on the following factors:

**L.1.1. Technical Evaluation Factor #1 – Project Organization**

The proposal must present the proposed project organization by means of organization charts and a detailed narrative. The proposal must show how this project organization fits into the overall corporate scheme of the parent organization, if any. Lines of authority and formal reporting shall be shown from the corporation to the Project Manager and to subordinate personnel.

The use of subcontractors, if any, and how these subcontractors are to be selected and managed, must be discussed in this section. A statement regarding the Project Manager's full authority and responsibility, as assigned by the Offeror to meet the requirements of the contract, must be provided. Any other corporate authority anticipated to play a major role in the conduct and support of the contract must be identified. The Offeror's quality control plan must be specified.

The proposal must also describe the relationship of the billing/accounts receivable personnel to the rest of the project team and the corporate scheme of the parent organization, if any.

**L.1.2. Technical Evaluation Factor #2 – Offeror's Experience and Past Performance**

The Offeror's documented past performance in related efforts will be evaluated as an indication of the ability to perform in accordance with the proposal. The proposal must provide information on at least three (3) prior projects. The projects must be of similar size and diversity in which the Offeror was the prime contractor. Referenced projects should be ongoing or have been completed within the past three (3) years.

The past performance contact information must include the following:

1. Name and address of the customer.
2. Name, telephone number, and email address of the Point of Contract for the contract.
3. Contract number, project title, and complete description of the project.
4. Explanation of the project's relevance of the project to the requirements of the solicitation.
5. Explanation of the Offeror's project involvement.
6. Complete explanation of any environmental and/or safety violation issued during the performance of the contract.

The proposal must include the following information for the firm:

1. The length of time the firm has been in business and performing relevant types of work
2. The number of contracts of a similar type that the firm has successfully completed in the last ten (10) years.
3. The percentage of the firm's workforce that is devoted to the type of work required by this solicitation and the turn-over rate of that workforce.

The proposal must address the qualifications and prior experience of proposed key personnel in the maintenance and repair of emergency generator systems included in this solicitation.

#### **L.1.3. Technical Evaluation Factor #3 – Understanding the Project Requirements/Technical Expertise**

The proposal must address, in detail, the manner in which the solicitation's requirements will be met. At a minimum, the proposal must provide sufficient detailed information in order to demonstrate a full understanding of all areas included in the statement of work.

This should include an assessment of any operational difficulties or problems anticipated with work at the Gallery, and the proposed approach(es) to solving them. All proposed procedures and methods will be evaluated in terms of applicability and feasibility. Credit will be given for innovations if they are deemed appropriated and feasible for the proposed area(s) of application.

#### **L.2. PROPOSAL PRICE INFORMATION**

Offeror must include its proposed price breakdown in a section separate from its responses to technical qualifications requested in the above Section L.1. Offeror's proposed price(s) shall be provided in the table provided in Section B of this RFP or in Offeror's table identical or similar to the table provided in Section B. Under no circumstances may Offeror vary the format of its proposed pricing from the requested breakdown. For example, Offeror may not propose hourly labor rates for goods or services requested by the RFP on a firm-fixed price basis.

#### **L.3. DELIVERY/RECEIPT OF PROPOSALS**

All proposals shall be received no later than **12:00 pm EST, Wednesday, September 1, 2008** by the following methods:

1. Email – d-reindl@nga.gov;
2. Hand Carried to the National Gallery of Art, Office of Procurement & Contracts (APC), 601 Pennsylvania Avenue, NW – South Building – Suite 300 – Room 3701, Washington, DC 20004; or
3. Mailed to the National Gallery of Art, Office of Procurement & Contracts (APC), Attn: David T. Reindl, 2000B South Club Drive, Landover, MD 20785.

Only offers containing the required information will be considered for award. Contractors are cautioned to thoroughly read and respond to the full solicitation.

A Standard Form 1449, complete with original signature by the Offeror, constitutes the Offeror's acceptance of the terms and conditions of the solicitation. Therefore, a representative of the Offeror authorized to commit the Offeror to contractual obligations must execute the form. The legal name of the offeror must appear on the SF 1449. D.B.A.'s (Doing Business As") will not be permitted on the SF 1449, and will constitute a material non-conformity resulting in the rejection of your proposal.

#### **L.4. VENDOR COMMUNICATION**

Any questions and requests for clarifications from vendors prior to the contract award must be addressed to the CO. Offerors and all other interested vendors must not attempt to communicate with the projected COTR or any other NGA personnel about this solicitation for any reason, prior to award of the contract.

#### **L.5. MANDATORY SITE VISIT**

A mandatory site visit is scheduled for **Monday, August 25, 2008** beginning promptly at **10:00 AM** and estimated to last approximately one hour. In order for a Contractor to be considered for an award under this solicitation, the Contractor must attend the mandatory site visit. Contact David T. Reindl, Contracting Officer, via email d-reindl@nga.gov or @ 202-842-6515 NLT 3:00pm on **Friday, August 22, 2008** to confirm your space for the mandatory site visit.

**SECTION M – EVALUATION FACTORS FOR AWARD****M.1. Price factor (30%)**

All elements of the price offered including hourly rates as well as firm-fixed prices may be considered in the evaluation of Offeror's proposal.

**M.2. Technical factor (70%), comprised of the following three (3) sub-factors:****M.2.1. Project Organization**

- Business Structure
- Use of Subcontractors
- Management of personnel

- M.2.2. Experience** – Description of offeror's experience servicing and maintaining Cummins brand diesel generator sets in the range from 400 KVA to 1,000 KVA, 480 VAC, and 60 Hz.  
**Past Performance** – Performance reviews and recommendations made by references provided by Offeror, especially when related to projects incorporating the same or similar emergency generator sets.

**M.2.3. Understanding the Requirements/Technical Expertise**

- Demonstration of a full understanding of the project's requirements.
- Contractor's understanding of the emergency power requirements unique to Museum/Art Gallery facilities.
- Assessment of any operational difficulties or problems anticipated
- Applicability and feasibility of proposed procedures and methods.

By listing the above evaluation factors, the Gallery is in no way limited from using any additional relevant source(s) of information bearing upon the qualifications of Offeror.



## National Gallery of Art

Washington, DC

# **AUTHORIZATION for RELEASE of INFORMATION**

(per Specifications Section 01 3553)

Carefully read this authorization to release information about you, then sign and date it in black ink.

**I Authorize** any investigator, special agent, or other duly accredited representative of the National Gallery of Art conducting my background investigation to obtain any information relating to my activities from employers and criminal justice agencies. This information may include, but is not limited to, my achievement, performance, attendance and disciplinary employment history, and my criminal history record information.

**I Understand** that, for some sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date.

**I Authorize** custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of the National Gallery of Art authorized above regardless of any previous agreement to the contrary.

**I Understand** that the information released by records custodians and sources of information is for official use by the National Gallery of Art only for the purposes provided herein and may be redisclosed by the National Gallery of Art only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for two (2) years from the date signed.

<b>Full Name</b> (Type or Print Legibly) (Print <u>COMPLETE</u> MIDDLE NAME below) Last                      First                      Middle		<b>Signature</b> (Sign in ink)	
<b>Other Names Used</b>		<b>Date of Birth</b> (mm/dd/yyyy)	<b>Social Security Number</b>
<b>Current Address</b> (Street, City)		<b>State</b>	<b>ZIP Code</b>
<b>Driver's License Number</b>	<b>State License Issued By</b>	<b>Telephone Number</b> (Include Area Code)	<b>Date Signed</b>

**COMPLETE THIS FORM AND SUBMIT TO THE NATIONAL GALLERY OF ART's COTR.**



# FACILITIES WORK ORDER

**Work Order No : 0000031881**

Work Order Status : **Open**



WorkTrade : **Tech 601S Eng Group**

Work Type : **SERVICE < or = 8 HR Job**

Work Priority : **Non Deferrable (Current F**

Received by :

Assigned to :

Received Date / Time : **3/21/2007 7:39:45 AM**

Requester :

Required Date / Time :

Phone Number :

PM Target Start Date :

PM Target End Date :

Problem  
Description :

**Sample.**

Notes To Technician  
(Asset)

Notes to Technician  
(location)

Failure Code : -

Task No :

Asset No :

Location No :

Asset Name :

Location Name :

Cause Description

Action Taken

Prevention Taken

**Parts used :-**

**Labour Details :-**

## Certification of Work Completion

Name and Signature of Technician/Engineer

Name and Signature of Requestor/Supervisor

.....  
Name

.....  
Signature

Date:

Time:

.....  
Name

.....  
Signature

Date:

Time:

**Please rate our services :-** 1. Poor 2. Fair 3. Good 4. Very Good 5. Excellent

## **NATIONAL GALLERY OF ART FACILITIES MANAGEMENT**

### **AFM DIRECTIVE No.305**

Subject: LOCKOUT TAGOUT OF ENERGY ISOLATING DEVICES

1. Purpose This directive is to establish the minimum requirements for the lockout and tagout of energy isolating devices at the National Gallery of Art. It shall be used to ensure that the machine or equipment are isolated from all potentially hazardous energy, and locked and tagged out before employees perform any servicing or maintenance activities where the unexpected energization, start-up, or release of stored energy could cause injury to personnel or damage to equipment.

#### 2. General

a. Before any employee performs any servicing or maintenance on a machine or equipment where the unexpected energization, start up, or release of stored energy could occur and cause injury, the machine or equipment shall be isolated and rendered inoperative through the use of a lockout device whenever the machinery or equipment is capable of being locked-out.

b. If an energy isolating device is not capable of being locked-out, a tagout procedure consistent with the requirements of this directive that provides full employee protection equivalent to that of a lockout procedure shall be utilized.

c. Lockout and tagout of machinery, equipment, or systems shall only be performed by authorized employees. For the purposes of this directive, an authorized employee is the person who applies the locks and/or tags to other energy-isolating device to the machine, equipment, or system in order to perform servicing or maintenance. Authorized employees shall be designated by the head of their department.

#### 3. Sequence of Lockout/Tagout Procedure

a. Notification. All affected employees shall be notified of the time, date, and reason that an energy source has been isolated. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilized and understand the hazards inherent to that machine or system. Affected employees shall be notified when energy is restored to the system.

b. Shut Down. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.)

c. Isolate Energy Sources. Operate the switch, valve, or other energy isolating device(s) so that the equipment is isolated from its energy sources. Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained

by methods such as repositioning, locking, bleeding down, etc. If there is a possibility of re-accumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

- d. Lockout and Tag the Energy Isolating Devices. Lockout and tag the energy isolating devices with assigned individual lock(s) and tag(s). Ensure that the tags are properly dated and signed. Lockout stations are located in each fan room to help assist this directive. Valve wheels that are not provided with a locking mechanism may be secured by using a combination of chain or wire cable and locks and tags.

NOTE: THE CABLE OR CHAIN MUST BE ROUTED THROUGH THE VALVE WHEEL AND AROUND A SUPPORTING STRUCTURAL MEMBER PRIOR TO ATTACHING THE LOCK AND TAG TO PREVENT THE VALVE FROM BEING OPENED.

- e. Checks. After ensuring that no personnel are exposed, operate the push button or other normal operating controls to make certain the equipment will not operate.

CAUTION: RETURN OPERATING CONTROL(S) TO "NEUTRAL" OR "OFF" POSITION AFTER THE TEST.

- f. Discharging equipment. All electrical/electronic equipment must be electrically discharged to ground prior to commencement of work. The equipment is now locked and tagged out.

- g. Cognizant Personnel Notified. Notify cognizant personnel involved that the circuit is locked/tagged out.

#### 4. Restoring Machines or Equipment to Normal Production Operations

- a. Checks. After the servicing and/or maintenance is complete and equipment is ready for normal production operations, check the area around the machines or equipment to ensure that no one is exposed.

- b. Energy Restored. After all tools have been removed from the machine or equipment, guards have been reinstalled and employees are in the clear, remove all lockout/tagout devices. Operate the energy isolating devices to restore energy to the machine or equipment.

- c. Notification of Restored Energy. Notify the cognizant personnel that the system has been restored.

#### 5. Procedure Involving More Than One Person. In the preceding steps, if more than



one individual is required to lockout and tagout equipment, each shall place his/her own personal lockout device and tag on the energy isolating device(s). A multiple lockout device (hasp) may be used when an energy isolating device will not accept multiple locks or tags. If lockout can be used, a personal lock and tag may be used to lockout the machine or equipment with the key being retained by the employee conducting the Lock/Tagout. In cases where the use of a crew lock is necessary, the person locking out the equipment, as well as any personnel working on the equipment after a shift change, will have their personal lock(s) and tag(s), in addition to the crew lock(s) actively engaged in work. Using this procedure, a minimum of one lock will remain in place until the system or equipment is ready for start-up.

## 6. Tagout Procedures

a. Tagout Devices. Tagout devices, where used, shall clearly indicate that the operation of equipment, or movement of energy-isolating devices from the "safe" or "off" position is prohibited.

(1) Wherever possible, tagout devices shall be affixed to the energy-isolating device(s).

(2) Where a tag cannot be affixed directly to the energy-isolating device, the tag shall be located as close as safely possible to the device, in a position that will be immediately obvious to anyone attempting to operate the device.

b. Tagout Protection. The responsible worker shall demonstrate that the tagout program achieves protection equivalent to the lockout program. Workers are encouraged to implement one more than one of the following additional safety measures:

(1) Removal of an isolating circuit element (e.g., fuse or circuit breaker)

(2) Blocking of a controlling device

(3) Opening of an additional disconnecting or relief device

(4) Removal of a valve handle to reduce the likelihood of inadvertent energization

7. Removal Authority. When a lock and/or tag is attached to an energy-isolating means, it is not to be removed without permission of the authorized person responsible for it, and it is never to be bypassed, ignored, or otherwise defeated.

## 8. Requirements for Contractors or Other Outside Personnel

- a. Whenever outside personnel are to be engaged in work covered by this directive, the cognizant management officials of the outside organization shall inform the AFM Operations Manager of their respective lockout/ tagout procedures.
- b. Acquisition shall require the contractor to submit a copy of instructions explaining the company's lockout/tagout program. In addition, the contractor shall be provided with a copy of the lockout/tagout program instruction to the AFM Operations Manager.

Kurt Sisson  
Chief of Facilities

## QUALITY DEFICIENCY SERVICE REPORT

### TO BE COMPLETED BY GALLERY

Contract Number:\_\_\_\_\_

Contract Name:\_\_\_\_\_

Contractor:\_\_\_\_\_

COTR:\_\_\_\_\_

Date of Observed Deficiency:\_\_\_\_\_

Observed Deficiency:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### TO BE COMPLETED BY CONTRACTOR

Date Received:\_\_\_\_\_

Corrective Action Completed On:\_\_\_\_\_

Corrective Action Taken:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PREVENTIVE MAINTENANCE CHECKLISTS**

### **PREVENTIVE MAINTENANCE CHECKLIST FOR ENGINE**

Frequency: Quarterly

The Contractor shall perform the following work:

#### **Maintenance Checks:**

- Check oil level in engine; add oil as necessary.
- Check oil level in governor; add oil as necessary.
- Check and record fuel level.
- Check fuel lines and connections for leaks; repair as necessary.
- Check condition and operation of fuel pumps; notify COTR of any observed deficiencies.
- Check operation of day tank, including safeties; notify COTR of any observed deficiencies.
- Check coolant level; add coolant as necessary.
- Check and record coolant protection.
- Inspect fan, shroud, water pump, belts, and pulleys; notify COTR of any observed deficiencies.
- Inspect radiator, hoses, radiator cap, and zinc anode; notify COTR of any observed deficiencies.
- Check radiator air ventilation.
- Inspect battery cables and check connections; tighten connections as required.
- Clean and protect battery terminals.
- Inspect battery casings for cracks and/or damage; notify COTR of any observed deficiencies.
- Check and record operation of battery charger.

- Check electrolyte level in batteries; add water if necessary.
- Check and record voltage drop of batteries on startup.
- Check and record specific gravity of batteries.
- Check and record operation of block heater.
- Check starter connections; tighten connections as required.
- Check operation of turbo-chargers and after-coolers; notify COTR of any observed deficiencies.
- Check governor linkage; adjust as necessary.
- Check exhaust system, muffler, and condensate drain.
- Check engine air inlet operation.

Operational Checks:

- Run system for 30 minutes to observe and verify proper operation of unit.
- Check genset mounting for vibration.
- Check for fuel, oil, and/or coolant leaks.
- Check for exhaust leaks and cooling fan operation.
- Check air intake and exhaust louver operation.
- Check for stable governor operation.
- Check for stable voltage regulator operation.
- Check operation of auto and manual start/stop.
- Check all relays and contacts for proper operation.
- Check engine/genset light bulbs and meters.

## **PREVENTIVE MAINTENANCE CHECKLIST FOR ENGINE**

Frequency: Annual

The Contractor shall perform the following work:

- Perform lab analysis on engine oil; notify COTR of results. Obtain sample of oil prior to changing fluid as noted herein.
- Perform lab analysis on coolant; notify COTR of results.
- Change oil in engine and governor.
- Replace all oil, fuel, and air filters.
- Add coolant additive package (DCA) as necessary

## **PREVENTIVE MAINTENANCE CHECKLIST FOR GENERATOR**

Frequency: Quarterly

The Contractor shall perform the following work:

- Visually check generator assembly.
- Check generator inlet and outlet. Remove foreign material that can be drawn into intake or block air exhaust.
- Remove dirt, dust, and other deleterious material from regulator using low-pressure compressed air or carefully wiping with a clean lint-free cloth.
- Check all wires for frayed or damaged insulation; replace as necessary.
- Check all connections on control panel; tighten as necessary.
- Check all gauges on control panel for proper operation; replace defective gauges.
- Remove dirt, dust and other deleterious material from generator winding using moisture-free compressed air.
- Check temperature of bearing hub following operational check. If temperature exceeds 195° F, immediately notify COTR for determination of required action.

## **PREVENTIVE MAINTENANCE CHECKLIST FOR GENERATOR**

Frequency: Annual

The Contractor shall perform the following work:

- Check electrical connections for tightness and cracked, frayed, and/or oil-soaked insulation. Tighten or replace as necessary.
- Inspect all mounting nuts and bolts; tighten as required.
- Inspect windings; notify COTR if windings require service.
- Add or renew grease in accordance with manufacturer's service manual as required.



## **SECTION 01 3553 – NATIONAL GALLERY OF ART SECURITY PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The Contract Documents are complementary. In the event of inconsistencies among the Contract Documents, contract clauses of the referenced Federal Acquisition Regulation (FAR) govern over the contract clauses of Section 01 Specifications of this Project.

#### **1.2 REGULATIONS**

- A. Background checks are required for all Contractor personnel working in the Gallery. Contractor's personnel working at the NGA are required to comply with the "Regulations Governing the National Gallery of Art Buildings and Grounds" as provided at the end of this Section.
- B. NGA's Office of Protection Services (AOP) will perform a background check on each employee of the Contractor proposed to work in the NGA. Because of the NGA's mission and the potential for risk in permitting access to secured areas, there is no guarantee that access badges will be issued to Contractor employees. NGA reserves the right to deny access to any specific employee of the Contractor at the NGA's discretion, based on results of the required background checks. NGA also reserves the right to deny access to Gallery areas during times when the Gallery is closed and to deny access to non-public areas. NGA further reserves the right to revoke an issued ID badge. The Contractor agrees to accept the NGA's determination regarding access and, by signing the Contract, waives any right to challenge the NGA's decision to reject any specific employee of the Contractor.
- C. Failure to inspect the site or to obtain knowledge of the NGA's security rules and regulations including, but not limited to, those contained or referenced in this Specification shall not relieve the Contractor from performing the contracted Work or complying with NGA rules and regulations.
- D. All work restrictions required during construction activities included in this Section, and otherwise included in the Work, are subject to change when the Threat Advisory Level is raised above Code Yellow "Elevated" status by the Department of Homeland Security and adopted by the NGA. The COTR will advise the Contractor of additional work restrictions initiated by AOP should a change in the Threat Level Advisory occur.

#### **1.3 USE OF PREMISES**

- A. General: Limit use of the NGA premises to work in areas indicated. Do not disturb portions of the site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas within Contract Limits indicated.
  - 2. The Contractor is required to submit a written request three (3) working days in advance to the COTR for work required in areas beyond the Contract Limits. Obtain the COTR's approval prior to initiating requested Work. Each written request must include hours, dates, intended work, and personnel required to perform the Work.

- B. Use of Existing Building:** Maintain existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
1. A penetration to any surface of the building's exterior envelope is allowed only when clearly shown on the Contract Documents. Penetrations made to the exterior of the NGA buildings require a written request three (3) working days in advance to the COTR. Access and security procedures will be coordinated by the COTR.
  2. Penetrations through perimeter walls, roofs, windows, doors, etc. must be secured in a manner acceptable to the COTR, AOP and AFM prior to the Contractor's close of business each day. A joint inspection of the site must be made with the Contractor's Field Supervisor, the COTR, AOP and AFM before dismissing field personnel.
- C. Property Passes:** Construction personnel entering NGA buildings with personal property, including construction-related tools, equipment and drawings, will be issued an NGA Property Pass signed by an NGA authorized representative. The Property Pass, or a previously issued memorandum from the COTR approved by AOP, will be required in order to exit the building with personal property.
1. Contractor has the option to provide a lockable gang box for storing tools and equipment used daily on site. Coordinate the delivery and placement of the gang box with the COTR.
- D. Parking:** Not available on the NGA premises on a daily basis. When the Contractor requires frequent access to a vehicle for equipment or materials, parking may be available on a case by case basis. The Contractor must submit a written request three (3) working days in advance to the COTR for each vehicle requesting a parking permit. The COTR will advise the Contractor of approval or disapproval by the NGA Parking Coordinator prior to the Contractor parking vehicles on the NGA premises. Each written request must include hours, date, model and year of vehicle, license number, any identification on vehicle (company name, logo, etc.), and personnel responsible for vehicle while parked on the NGA premises.
1. The Contractor's access to the vehicle will be monitored by AOP and, if the use is observed as infrequent or non-essential, AOP will alert the COTR and instruct the Contractor to remove the vehicle.
  2. If approved and issued by the Parking Coordinator, NGA will issue only one (1) parking permit for a contracting firm and additional permits for their subcontractors on a case-by-case basis. No parking permit will be issued for a period in excess of two (2) consecutive days.
- E. Use of Loading Dock:** When the Contractor requires the use of the Loading Dock, or other designated NGA location as determined by the COTR, to deliver materials and to remove construction debris, a three (3) work day advance written request to the COTR is required. Obtain the COTR's approval prior to using the loading dock. Each written request must include hours, dates, model and year of vehicle, license number, any identification on vehicle (company name, logo, etc.), and personnel responsible for vehicle while located at the NGA.

#### **1.4 FIELD PERSONNEL**

- A. Background Checks:** Within fifteen (15) days of the Notice to Proceed and within seven (7) work days prior to commencement of work in any area of the building or grounds, the Contractor is to

submit to the COTR completed security forms for each employee assigned to this Project. No employee will be granted access to the building or site until AOP has granted authorization.

1. Transmit the following completed forms and information from each Contractor employee to the COTR:
    - a. A National Gallery of Art Authorization for Release of Information form provided at the end of this Section.
    - b. A clear, legible photocopy of an official U.S. Federal or State issued photo identification document issued to the employee.
  2. Submit information only for those individuals scheduled to work on site.
  3. Submit additional names when personnel not already on the list are proposed to work at the site no less than seven (7) work days prior to personnel reporting to the site.
  4. Should suitability issues be discovered which would preclude an individual from being granted access to the premises, AOP will advise the COTR who will notify the Contractor so that arrangements can be made for a replacement. The review time of any proposed replacement personnel will also require seven (7) work days to process.
  5. NGA issues two (2) types of access badges to Contractor employees. Permanent (limited NGA Access ID) badges and temporary (escort required) badges. Each type of badge has certain responsibilities and privileges. It is completely at the NGA's discretion as to which type of badge is issued to the Contractor's employees. Each employee must wear the badge in a visible manner at all times when on NGA property.
    - a. A permanent badge permits unaccompanied access to most NGA areas. The permanent badge is issued for a stated period of time, and is held by the Contractor's employee until the expiration date or the time when the NGA requests its return.
    - b. The temporary badge is issued on a daily basis and must be returned to AOP when exiting the NGA. Employees with temporary badges must be escorted by either AOP or by a Contractor employee with a permanent badge (only as approved in advance by AOP) at all times when in the NGA during non-public hours and when in non-public areas.
  6. With the COTR and AOP's approval, Contractor personnel may obtain a limited NGA Access ID badge (permanent) if the scope of Work requires the Contractor personnel to coordinate construction activities in multiple Project sites. A seven (7) work day advance written request should be submitted to the COTR along with the following completed form (in addition to those required above):
    - a. NGA ID Request and Access Form available from the COTR, signed by the Department or Division head. Additionally, the COTR must annotate the time span for the badge, not to exceed one (1) year.
    - b. Optional Form 306-0182 Declaration for Federal Employment.
- B.** Escorts are required whenever Contractor employees are to work at the NGA during non-public hours, in non-public spaces, or as otherwise determined by AOP. Contractor must request escorts by written request to the COTR by the close of business on Wednesday of each week for work to be performed the following week. Escort requests shall include NGA's project name and construction contract identification, Contractor name, field superintendent's name, subcontractor name, crew size, basic work activities, work location(s), work days, and work hours for each crew.

1. Contractor employees with an AOP assigned permanent badge may escort a maximum of six (6) construction employees while on the Project site or between the Project Site and the West Building Service Entrance by a building route approved by AOP.
- C. The designated point of building entry and exit for all personnel is the West Building Service Entrance, off Constitution Avenue, between 6th and 4th Streets. Refer to site plan sketch AWest Building Service Entrance@ at the end of this Section.
1. All personnel are required to "sign-in" and "sign-out" each day in the NGA's official Contractor Log books, as directed by the AOP staff.
  2. Each individual not issued a permanent badge will be issued a Atemporary@ badge at the beginning of each day. This badge must be returned to AOP when "signing out" at the end of each day. Contractor's Field Supervisor will be responsible for lost or misplaced "temporary" badges; failure to report missing badges will delay personnel entering onto the NGA premises.
- D. The NGA's designated work hours for construction activities are between 6:00 a.m. and 6:00 p.m., Monday through Friday. The Contractor must submit a proposed eight (8) hour daily work period to the COTR and AOP for approval.
1. Prior to the COTR's working hours (**7:00 a.m. through 4:00 p.m.**), notify AOP's Security Command Center (SCC) if construction personnel will arrive later than submitted.
  2. When Work is requested to be performed prior to or later than designated hours, the Contractor shall submit a written request five (5) working days in advance to the COTR for approval. Work during the NGA's Exclusionary Access hours (12:30 a.m. to 5:30 a.m.) must be specifically approved by the Gallery Administrator. The Contractor must obtain the COTR's approval prior to initiating the requested Work. Each written request must include dates, time periods, and personnel required to perform the Work.
  3. The Contractor is responsible to immediately notify the COTR if any employees will be arriving later than scheduled. If the COTR cannot be contacted in person at the time of notification, the Contractor shall notify the SCC at (202) 842-6115 of the proposed late arrival. AOP maintains daily logs of escorts that have been scheduled and the names of Contractor employees scheduled to arrive.
  4. In the event that the Contractor has reason to assign additional employees to the Work on any particular day, the Contractor shall immediately notify the COTR to obtain approval for the substitution for that day only.

## **1.5 ELECTRONIC SECURITY AND DETECTION SYSTEMS**

- A. Maintain existing security and detection systems indicated to remain in service and protect the systems against damage during demolition and construction activities. Do not interrupt, disconnect, remove, tamper with or cover any systems, except when authorized in writing by the COTR and AOP.
- B. Provide bypass connections as necessary and as directed by AOP staff, to maintain continuity of security systems to occupied areas of building. Obtain the COTR and AOP approval if a shutdown of a system is necessary during changeover.

- C. Any system wiring or device accidentally damaged or disturbed during construction activities must be reported to the SCC within five (5) minutes of occurrence or discovery, and to the COTR once the occurrence is under the NGA's control.
  - 1. The Contractor, COTR and interested NGA offices will meet to determine the scope of damage and costs, if any, attributable to the Contractor for the work required to restore the system to proper function.

#### **1.6 OCCUPANCY REQUIREMENTS**

- A. NGA Occupancy: The NGA occupies the immediate adjacent site and building areas during the entire construction period. Cooperate with the NGA during construction operations to minimize conflicts and facilitate the NGA usage. Perform the Work so as not to interfere with the NGA's operations.

#### **PART 2 - PRODUCTS** (Not Used)

#### **PART 3 - EXECUTION** (Not Used)

**END OF SECTION 01 3553**

# REGULATIONS GOVERNING THE NATIONAL GALLERY OF ART BUILDINGS AND GROUNDS

These regulations are issued under the authority of 40 U.S.C. §193n-193x.

**1. GENERAL.** These regulations apply to all buildings and grounds of the National Gallery of Art, as defined in 40 U.S.C. §193v(2), and to all persons entering in or on such buildings and grounds, hereinafter referred to as the premises. All authorizations and orders hereunder are valid only if made in writing by the Administrator or by someone delegated in writing by the Administrator to do so.

**2. ACCESS TO BUILDINGS.** Except as otherwise ordered, National Gallery of Art buildings shall be closed to the public after normal visiting hours. Such buildings, or portions thereof, shall also be closed to the public in emergency situations and at such other times as may be necessary for the orderly conduct of business. Whenever the buildings are closed to the public for any reason, visitors will immediately leave the premises upon being requested by a guard or other authorized individual to do so. Admission to the buildings during periods when they are closed to the public will be limited to authorized individuals who will be required to register and identify themselves when requested by a guard or other authorized individual.

**3. PRESERVATION OF PROPERTY.** It is prohibited willfully to destroy, deface or damage property on the premises or to remove from the premises property or any part thereof unless specifically authorized. Touching of any work of art is forbidden unless specifically authorized. Parcels, portfolios, bags and containers of any kind may be required to be opened and the contents identified prior to their being allowed to enter or leave the premises. A properly completed property pass signed by an authorized official of the National Gallery of Art may be required prior to the removal of any property from the premises.

**4. CONFORMITY WITH SIGNS AND EMERGENCY DIRECTIONS.** Persons in or on the premises shall comply with official signs of a prohibitory or directory nature and with the directions of authorized individuals.

**5. NUISANCES.** The following are prohibited: the use of loud, abusive, or otherwise improper language; unwarranted loitering, sleeping or assembly; the creation of any hazard to persons or things; improper disposal of rubbish; spitting; prurient prying; the commission of any obscene or indecent act, or any other unseemly or disorderly conduct on the premises; throwing articles of any kind from, at or within a building; and climbing upon any part of a building or work of art.

**6. GAMBLING.** Participating in games for money or other gain or profit or the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets in or on the premises is prohibited.

**7. INTOXICATING BEVERAGES AND CONTROLLED SUBSTANCES.** Entering the premises or the operating of a motor vehicle thereon by a person under the influence of any intoxicating beverage, narcotic drug or other controlled substance, or the unauthorized introduction or use of such substance in or on the premises is prohibited. The introduction or the consumption of intoxicating beverages on the premises is prohibited, except as specifically authorized.

**8. SMOKING.** Smoking on the premises is prohibited, except as specifically authorized.

**9. SOLICITING, VENDING, DEBT COLLECTION AND DISTRIBUTION OF HANDBILLS.** The soliciting of alms and contributions, commercial soliciting and vending of all kinds, the display or distribution of commercial advertising or the collection of private debts in or on the premises is prohibited. This rule does not apply to national or local fund drives for welfare, health and other purposes sponsored or authorized by the National Gallery of Art or to personal notices posted by employees on authorized bulletin boards. Unauthorized distribution of material, such as pamphlets, handbills and flyers, is prohibited.

**10. PLACARDS, SIGNS, BANNERS AND FLAGS.** The displaying or carrying of placards, signs, banners or flags is prohibited unless officially authorized, except for the wearing of material which does not pose a potential hazard to persons, property or exhibits.

**11. DOGS AND OTHER ANIMALS.** Dogs and other animals, except seeing eye dogs, other guide dogs and animals used to guide or assist persons with disabilities, shall not be brought upon the premises for other than authorized official purposes.

**12. PHOTOGRAPHY, FILMING AND VIDEOTAPING.** Photography, filming and videotaping is prohibited on the premises, except as officially authorized or for personal, non-commercial use with hand-held equipment.

**13. ITEMS TO BE CHECKED.** Oversized objects, such as briefcases, suitcases, etc., and umbrellas, canes (not needed to assist in walking), and other objects capable of inflicting damage to property or exhibits may be required to be checked in the checking facilities provided.

**14. VEHICULAR AND PEDESTRIAN TRAFFIC.** Drivers of all vehicles in or on the premises shall drive in a careful and safe manner at all times and shall comply with the signals and directions of the guards and traffic and parking signs and such other directives as may be posted from time to time. The blocking of entrances, driveways, walks, loading platforms or fire hydrants on the premises is prohibited. Parking without authority or parking in unauthorized locations or in locations reserved for other persons or contrary to the direction of posted signs is prohibited.

**15. WEAPONS AND EXPLOSIVES.** No person while on the premises shall carry firearms, other dangerous and deadly weapons, ammunition, explosives or incendiary devices (or any part thereof), either openly or concealed, except as authorized for official purposes.

**16. NONDISCRIMINATION.** These regulations will be applied without discrimination as to race, religion, color, national origin, age, gender, sexual preference or disability.

**17. PENALTIES.** 40 U.S.C., §193(s) provides: "Whoever violates any provision of sections 193o-193q of this title or any regulation prescribed under section 193r of this title, shall be fined not more than \$100 or imprisoned not more than sixty days, or both, prosecution for such offenses to be had in the Superior Courts of the District of Columbia, upon information by the United States attorney or any of his assistants: Provided that in any case where, in the commission of such offense, property is damaged in an amount exceeding \$100 the amount of the fine for the offense may be not more than \$5,000, the period of imprisonment for the offense may be not more than five years and prosecution shall be had in the United States District Court for the District of Columbia by indictment, or if the defendant, after he has been advised of the nature of the charge and his rights, waives in open court prosecution by indictment, by information by the United States attorney or any of his assistants." The National Gallery of Art reserves the right to take such other actions to enforce these regulations as may be necessary and appropriate under the circumstances.

rev. April 1994



United States National Gallery of Art  
Washington, DC 20565

**I.D. Request/Access Form**

**Part I. Personal Data**

Name: \_\_\_\_\_  
(Last, First, Middle)

SSN#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DOB: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
(m/d/y)

Gender: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Company & Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Company Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Part II: Authorization (to be completed for hard badge requests)**

Dept: \_\_\_\_\_ Authorization Official: \_\_\_\_\_

Signature of Official: \_\_\_\_\_ Date: \_\_\_\_\_

Art Access Authorization: \_\_\_\_\_, Registrar

I, the undersigned, understand this badge is the property of the National Gallery of Art and must be returned upon expiration or termination of employment; and must be surrendered to security personnel upon request. If a contractor, I further understand that this badge **does not grant me escort authority** and is explicitly for my personal use only. I further agree to display this badge in plain view on my person while on the premises of the National Gallery of Art.

Signature of Badge holder: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Issuer: \_\_\_\_\_ Date: \_\_\_\_\_



## RISK MANAGEMENT

# Hot Work Program

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## 1 Overview

Operations producing sparks, flame or heat are a significant potential source of fire loss to the Gallery and its collections. All such hot work operations performed on Gallery premises by employees or contractors must comply with this program and the applicable codes and standards in Section 7 – References.

## 2 Covered Operations

This procedure covers the following hot work processes performed by Gallery employees or contractors anywhere on the premises (including outside):

- Welding (all types, electric and gas)
- Brazing
- Flame cutting or burning
- Metal sawing or grinding
- Flame soldering (not electric)
- Thawing pipe
- Torch-applied roofing
- Gasoline-powered equipment (used inside)

It also includes any other operation producing sparks, flame or heat. However, it does not include operations in any location permanently designated for hot work to be regularly performed, such as the AFM machine shop, DCL laboratories where small open flame burners may be used, or food service cooking operations.

Operations anywhere on Gallery premises are covered, including those outside, at the Pavilion, the Warehouse/Production Center and offices at 601 North and South.

Permits will only be issued where there is clear line of sight for the area of operations. Operations involving larger areas must be broken down into observable smaller areas where the Operator doing the work and the fire watch can directly observe the area.



Permits are normally issued for one day only. In certain circumstances where the work is being performed in a tightly controlled environment, permits *may* be issued for up to five days *at the discretion of the Office of Protection Services Risk Management staff*.

Hot work conducted in permit-required confined spaces must be identified at the time the hot work permit is requested, and must be inspected by AOP-RM *before* the permit is issued.

The use of gasoline- or propane-powered equipment is specifically prohibited in any indoor use in any NGA facility without the express permission of AOP-RM.

### 3 Responsibilities

#### **NGA Supervisor/Project Manager Responsible**

- For work done in-house, this would likely be an AFM manager, supervisor, or engineering technician.
- For work done by a contractor, it would likely be a project manager or COTR representing AFM, AOCP, AOAS, or DID.
- Instruct operator on the NGA hot work program and Required Precautions. Provide a copy of this program if appropriate.
- Obtain permit for all hot work operations.
- Assist operator in compliance with Required Precautions related to NGA issues.

#### **Operator**

- This is the NGA employee or contractor employee *performing* the hot work, not the operator's supervisor or foreman.
- Comply with all Required Precautions listed below and personally sign the permit acknowledging that all Required Precautions are in place.

#### **AOP Risk Management (AOP-RM)**

- Review the planned hot work with the NGA supervisor/project manager responsible.
- Approve the request for the hot work permit.
- Conduct random inspections to assure that the Required Precautions are being followed.
- Provide training on hot work procedures for Gallery employees, and briefings for contractor management/operators at pre-construction or other meetings.
- Maintain a log of all hot work violations.
- Complete an AOP Incident Report for any significant violation of Required Precautions, with copies to affected department heads and the Administrator's Office.
- Conduct inquiry meetings on repeated or egregious violations.

#### **AOP Senior Security Officer on Duty**

- If an AOP-RM representative is not on the premises, and the work must be performed within 24 hours, the Senior Security Supervisor on duty may sign the form for AOP-RM.

**AOP Security Officers (including escorts)**

- Respond to problems generated by hot work.
- Monitor compliance with the Required Precautions.
- Stop hot work immediately and notify AOP-RM and the NGA supervisor/project manager responsible in any situation where there is a question of the Required Precautions not being followed.
- Complete an incident report on violations.

**AOP Security Command Center**

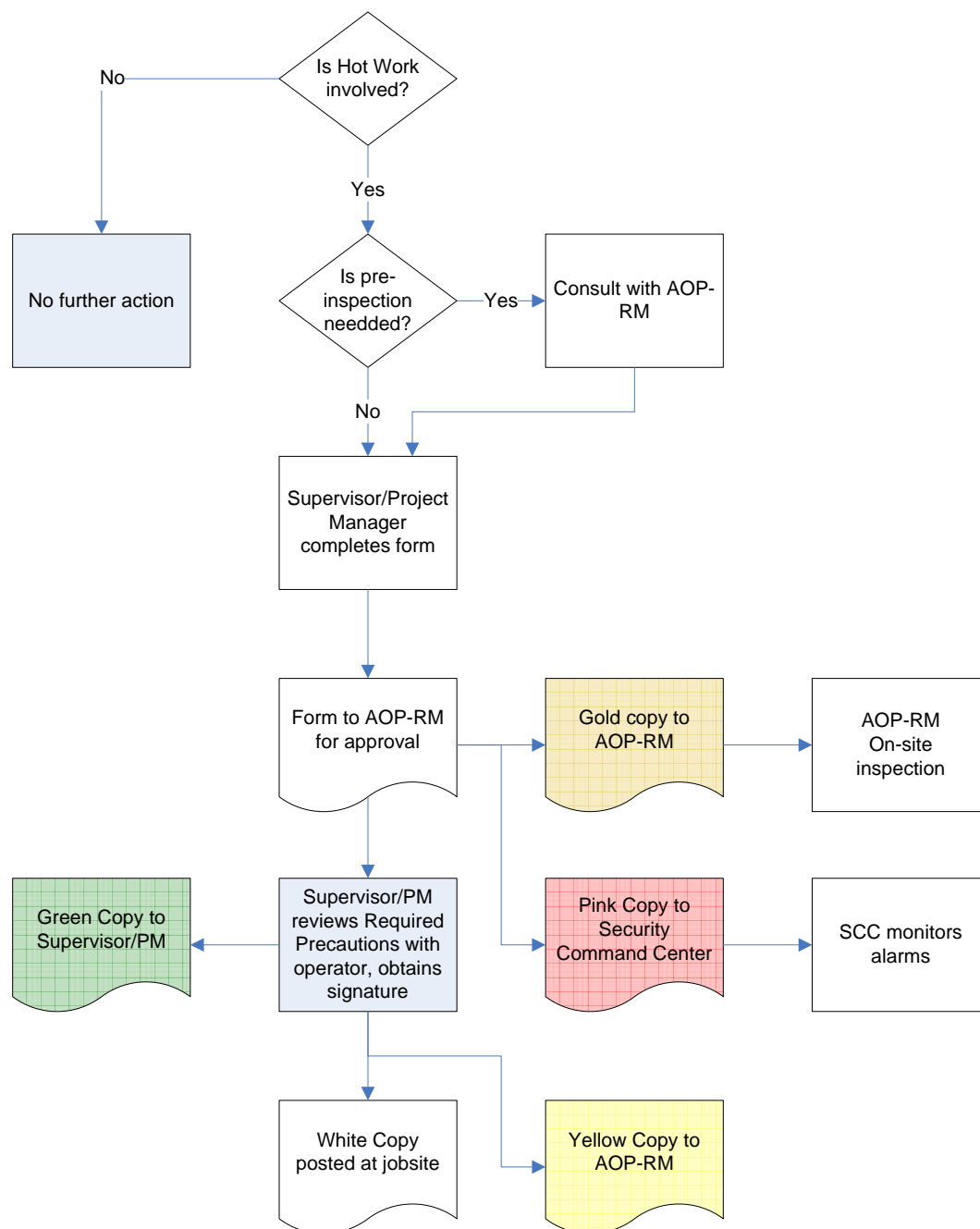
- Monitor alarms potentially affected by hot work and take appropriate action to shunt or otherwise manage alarms.
- Document the call-in and call out by the operator doing the work on the Pink copy of the Permit.
- If call out is not received within 30 minutes following scheduled time, dispatch security officer to investigate.
- Dispatches security officers as appropriate for fire alarm response.

## **4 Required Precautions**

- Place at least one 10 lb. ABC extinguisher within 35 feet of work (20 feet is preferred). For certain operations, two extinguishers may be appropriate. The extinguisher should be placed on the natural "exit" path from the work area. If taken from a wall-hung location, replace the extinguisher after use. Contractors are expected to provide their own extinguishers.
- Remove all combustibles (cardboard, plastic, oil, lumber, etc.) within 35 feet.
- Protect wall and floor openings, including ducts) with non-combustible covers (welding pads, blankets or curtains meeting FM Approval Standard 4950) to assure that hot material, sparks, etc. don't travel to adjacent areas where their impact might not be immediately known.
- Protect combustible flooring and other non-movable combustibles with non-combustible shields (welding pads, blankets or curtains meeting FM Approval Standard 4950).
- Have adequate ventilation for the operator and to minimize odors in adjacent areas.
- Watch for people entering work area, especially where flames or sparks may cover a wide area.
- Do not work outside the area or description of work covered by permit.
- Do not cover sprinkler heads or smoke detectors without prior specific approval of AOP-RM.
- Do not use defective equipment. Take such equipment out of service and tag it out.
- Do not perform any hot work alone. Assign a qualified fire watch; continue during breaks and lunch and 30 minutes after hot work is completed. *Only after the fire watch is concluded should the all clear call be made to the Security Command Center.*
- Know the location of the nearest telephone, fire pull station, or NGA employee with a radio. If there is an escort, he/she should be the one to call for assistance as needed. If there is no escort, the operator should know to call 6911.
- Call the Security Command Center emergency number (x6911) at *any* time when there is an uncontrolled incident.

## 5 Permit Process

Keeping the permit process effective and efficient requires the cooperation of all involved. Permits should be requested at least one day before the work is to be performed (2-3 days is preferred). A typical permit process is as follows:



## 6 Training

Training will be provided as needed by AOP-RM to the following groups:

- NGA Supervisors/Project Managers
- AOP Security Officers/Escorts

Briefings on the Gallery's program requirements are also available for contractor management teams at the request of the Project Manager/COTR. Training of contractor employees is the responsibility of the contractor.

## 7 Violations

Any Security Officer or member of the AOP-RM staff has *full authority to stop hot work* operations until the violation is corrected. An AOP incident report will be completed on every significant violation, with appropriate distribution.

Repeated or egregious violations will result in hot work being suspended pending an inquiry meeting called by AOP-RM. This meeting will examine the reasons for the violations and develop a course of corrective action. Attendees include the Division Manager of the affected NGA department, the NGA supervisor/project manager and, for contractors, a senior manager of the contractor, and the NGA Contracting Officer. Repeated or egregious violations are considered in continuing the award of contracts. A formal report of findings is submitted to the Administrator.

## 8 References

### **Applicable Codes and Standards (current editions automatically apply)**

- NFPA 51B – 2003, *Standard for Fire Prevention During Welding, Cutting and Other Hot Work*, National Fire Prevention Association
- ANSI Z49.1:2005, *Safety in Welding, Cutting and Allied Processes*, American National Standards Institute/American Welding Society
- 29 CFR 1910.251-255, *Welding, Cutting, and Brazing*, Occupational Safety and Health Administration
- FM Approval Standard 4950 - 2002, *Welding Pads, Welding Blankets and Welding Curtains for Hot Work Operations*, FM Approvals

All references are available from AOP-RM.

## 9 Sample Permit

# HOT WORK PERMIT

No: \_\_\_\_\_

This permit is required for any operation performed by NGA employees or contractors involving sparks, flame or heat. This includes, but is not limited to: welding, brazing, flame cutting or burning, metal sawing or grinding, flame soldering, thawing pipe and torch-applied roofing.

*Permit is valid for one day only, without specific approval by AOP-RM*

☐ 2 days \_\_\_\_\_  
☐ 5 days \_\_\_\_\_

*Please print and  
 bear down!*

Dates of work: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Planned start time: \_\_\_\_\_ Planned end time: \_\_\_\_\_

NGA Department/Contractor: \_\_\_\_\_

Operator performing hot work: \_\_\_\_\_

Description of hot work: \_\_\_\_\_

Bldg: ☐ BB ☐ WB ☐ CL ☐ Other \_\_\_\_\_ Room/Area: \_\_\_\_\_

### REQUIRED PRECAUTIONS

- Before**
- ☐ Place at least one 10 lb. ABC extinguisher within 36 feet of work (2 preferred)
  - ☐ Remove combustibles (cardboard, plastic, oil, lumber, etc.) within 36 feet
  - ☐ Cover wall and floor openings and ducts with welding blanket
  - ☐ Protect combustible flooring and other fixed combustibles with welding blanket
  - ☐ Know location of telephone, pull station or NGA employee with radio
- During**
- ☐ Assign fire watch, continue during breaks/lunch
  - ☐ Don't work outside area or description of work on permit
  - ☐ Have adequate ventilation
  - ☐ Don't use defective equipment
  - ☐ Watch for people entering work area
- After**
- ☐ Continue fire watch 30 minutes after work is completed

### BEFORE START OF WORK AND AFTER COMPLETION

Call Security Command Center x 6115 Refer to Permit Number

### IN AN EMERGENCY

Call Security Command Center x 6911

### FOR HOT WORK PERMITS

Call AOP-Risk Management x 6158 or 6558

NGA Supervisor/Project  
 Manager responsible

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AOP-RM Approval  
 (Permit-Authorizing Individual)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Operator

acknowledgement

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### AOP-RM INSPECTION

Date/time: \_\_\_\_\_

By: \_\_\_\_\_

### SCC ACTION

Date: _____	Call in time: _____	Action: _____	Call out time: _____	Action: _____
Date: _____	Call in time: _____	Action: _____	Call out time: _____	Action: _____
Date: _____	Call in time: _____	Action: _____	Call out time: _____	Action: _____
Date: _____	Call in time: _____	Action: _____	Call out time: _____	Action: _____
Date: _____	Call in time: _____	Action: _____	Call out time: _____	Action: _____

White: Employee or contractor performing hot work (Post at work site)  
 Green: NGA Supervisor/Manager responsible  
 Yellow: AOP-Risk Management (with employee/contractor signature)

Pink: AOP Security Command Center  
 Gold: AOP Risk Management

0308

Approved:

\_\_\_\_\_  
 James J. Lucey  
 Chief, Office of Protection Services  
 March 3, 2006

# SERVICE CONTRACT ACT WAGE DETERMINATION

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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## REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2103

Shirley F. Ebbesen Division of | Revision No.: 6  
Director Wage Determinations| Date Of Revision: 05/29/2008

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St. Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16

01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	

12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59



14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90

21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33

23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54

30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51

99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	20.54
99840 - Vending Machine Attendant	17.76
99842 - Vending Machine Repairer Helper	13.68

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.24 per hour or \$129.60 per week or \$561.60 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.